

PRE-PROPOSAL CONFERENCE

RFP02-589197 - 16

A pre-proposal conference will be held on June 26, 2002 at 10:00 A.M., at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Rooms 4 & 5, Fairfax, Virginia. All offerors are urged to attend.



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

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V I R G I N I A

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ISSUE DATE: JUNE 18, 2002	REQUEST FOR PROPOSAL NUMMBER: RFP02-589197-16	FOR: COURSE MANAGEMENT SYSTEM
AGENCY: FCPS	DATE/TIME OF CLOSING: JULY 16, 2002/ 3:00 P.M.	CONTRACT ADMINISTRATOR: Lonnnette Robinson 703-324-3281;email to lrobin@fairfaxcounty.gov

Proposal - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

NOTE: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:	Telephone/Fax No.:	/
	E-Mail Address:	
	VA State Contractor's License No.:	
	Federal Social Security No.:	
	Prompt Payment Discount:	___% for payment within ___ days/net ___ days
	Fairfax License Tax No.:	
CHECK ONE: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION	State in which Incorporated: _____	
Vendor Legally Authorized Signature	Date	
Print Name and Title	Secretary	

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

Sealed proposals subject to terms and conditions of this Request for Proposal, will be received at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035 until time/date specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the offeror.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

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1. SCOPE OF CONTRACT:

- 1.1. The purpose of this Request for Proposals (RFP) is to solicit proposals from highly qualified offerors to provide Fairfax County Public Schools (FCPS) a remotely hosted (Application Service Provider, ASP) secure course management system (CMS) and related technical and service support for an initial one-year period with option years up to 5 years in accordance with the terms and conditions of the Request for Proposal. The system may be used by up to 350,000 users comprised of Kindergarten through Grade 12 Students, Adult and Community Education, Adult High School, faculty, school-based administrators, central staff, and parents.
- 1.2. Section 3 identifies the general tasks to be performed. Section 4 contains the detailed technical tasks to be performed by the successful offeror. Section 5 contains the detailed services tasks to be performed.
- 1.3. FCPS prefers that one offeror function as the CMS provider, the ASP services provider, and the services support provider, or propose a teaming arrangement that is qualified to perform the specified and implied tasks associated with these functions.
- 1.4. FCPS has defined the following general time frames for this project:

July 2002	Offeror selection.
August 2002	Kickoff meetings, modification of offeror(s) work plan(s), as required.
August 2002	Product customizations, content imports, batch database creation, initiate training, initial product availability.
September 2002	Database integration testing Second batch database update.
October 2002	Database integration validation.
November 2002	Initial automated database update.
December 2002	Fielding of automated database updating.
January 2003	Fielding complete, sustainment activities in place.

- 1.5. FCPS expects all offerors to respond with this time schedule in mind. At the same time, offerors are encouraged to propose alternative schedules based on previous experience.

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- 1.6. All offerors will provide a matrix that identifies FCPS resources and skills required for each phase of the project. The matrix will provide general estimates of the level of effort associated with these resources during each project phase.

2. BACKGROUND:

- 2.1 FCPS is located in Fairfax County, Virginia, in the metropolitan Washington D.C. area. The county has a population of over 970,000 residents living in a 400 square mile area. The school district encompasses Fairfax County with the exception of the schools in the independent cities of Alexandria and Falls Church. It serves over 160,000 K-12 students or 13 percent of all students in the Commonwealth of Virginia. FCPS is the largest of the school divisions in Virginia and twelfth largest in the nation, by enrollment. Currently, there are 235 schools and centers in the district. There are approximately 30,000 full-time staff. For more information about FCPS, visit the website at <http://www.fcps.edu>.
- 2.2 Over the past two years, more and more interest has been displayed in pursuing the power of online resources to support instruction. Hundreds of teachers and staff members have experimented with the use of various freeware products to provide educational enhancement materials to augment instruction in their traditional classroom. Additionally, beginning in the spring of 2000, FCPS began fielding high school online courses. It is envisioned that more than 14 complete online courses will be fielded by the end of calendar year 2002.
- 2.3 Due to the increasing demand to be able to present a range of online content to support instruction to the K-12 student population, staff, faculty, and adult learners, a decision was made in the summer of 2001 to conduct a pilot test of an online CMS during the 2001-2002 school year. This pilot test, using the Blackboard, Inc. CMS, provides optional online access to all FCPS staff and faculty and is conducting a limited scale test of data integration capabilities to mitigate manual system administration requirements.
- 2.4 The pilot results to date support a need to sustain the foundation of capabilities provided by an online CMS and validate the need to seek a long-term solution that will support expanding the capability to incorporate data resident in various enterprise-wide systems both synchronously and asynchronously.
- 2.5 FCPS has a variety of microcomputer hardware and software at the hundreds of user locations. FCPS has a Wide Area Network that connects all of its schools and administrative offices. The network is built on Verizon's SMDS architecture. Every school and center has T-1 SMDS connectivity. During the implementation phase of this project, FCPS will migrate to an ATM network backbone. The system is currently supporting TCP/IP protocol on the Wide Area Network. FCPS' strategic direction is to continue to implement client/server architectures and platform

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independence via a common user interface such as a web browser front end. An enterprise overview is graphically illustrated at Appendix C.

- 2.6 FCPS' technical vision includes distributing educational materials, ranging from instructional enhancement materials to augment traditional classroom instruction, to complete online course content, available to all FCPS users anytime and anywhere in a secure dedicated environment. The FCPS vision incorporates a focus on standards based, open architecture solutions to allow maximum flexibility and adaptability to accommodate future expansion and modification based on emerging and projected needs. FCPS wide internet access is provided via six Sun 280R SunFire Web servers running *iPlanet* web server software with storage provided by a Sun network-attached storage unit. See Appendix C for and overview of the FCPS Technical Architecture.

3. MANAGEMENT OF TASKS TO BE PERFORMED:

- 3.1 This section highlights the management of the major offeror tasks leading to the implementation of the recommended solution. Implementation will be designed in such a way as to have no impact on the FCPS WAN/LAN architecture and equipment configurations. Requirements for support of automation of the data integration/updating process will conform to existing FCPS database protocols. FCPS will provide limited implementation assistance, appropriate technical information, and scheduling assistance, as required to meet agreed project timelines.
- 3.2 The selected CMS offeror will provide an appropriate document listing all tasks required to meet the general timeline provided in paragraph 1.4 above. As a minimum, this document will include all tasks related to installations, testing, content conversion from third party products and content provided by FCPS, and any consulting services associated with product availability and data integration implementation.
- 3.3 The selected offeror shall provide FCPS an appropriate document listing the expected dates and times of availability of associated training and help desk support for anticipated users. Availability times for help desk support and/or changes to the level of support will be expressed as Eastern Daylight Time. The offeror shall also provide documentation with the number of personnel needed to manage and provide the support required to perform the tasks associated with the requirements as detailed in this request.
- 3.4 Offerors will provide a synopsis of relevant experiences for key personnel and attach resumes for key project personnel.
- 3.5 During the period of the contract, the offeror shall communicate the project's status to the FCPS Project Manager at regular intervals during project reviews. These meetings will review progress toward major milestones and deliverables as defined in the baseline project plan. In addition, these meetings will address any changes to the baseline project plan. Agendas will be prepared by the offeror and provided to the FCPS

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Project Manager in sufficient time to allow for distribution of approved agendas two business days prior to the meetings. Issues, concerns, action items and next steps will be jointly agreed among the offeror, the FCPS Project Manager, and FCPS stake holders, and will be tracked by the offeror.

- 3.6 The offeror shall include decision-makers in these meetings as well as assuring access to appropriate supplemental (technical, training, etc.) resources as required to ensure that offerors will meet the modifications to timelines for deliverables and services agreed during these meetings. The frequency of these meetings may be recommended by the offerors, but will be approved by FCPS. It is anticipated that these meetings will initially be held weekly. The required services for this activity must be included in the services cost model.
- 3.7 Offeror will include the estimated cost of travel to support these meetings in the services cost model. To the extent possible, travel will be conducted in accordance with the guidelines provided in FCPS Financial Services Regulation 5310.8, Travel—Local and Out of County, effective 7-17-00. Requests for travel will be submitted to the FCPS Project Manager, or designee, for approval prior to performing the travel.
- 3.8 The successful offeror will provide the FCPS Project Manager with a bi-weekly status report identifying work accomplished during the current reporting period; identify any problems encountered, implications on implementation schedule, and proposed solutions to mitigate the impact on major project milestones as identified in the baseline project schedule. For any efforts provided on a time and materials basis, the reports will include man-hours and dollars expended for the reporting period with associated product/deliverable, percentage of the total available funds expended during the reporting period, and total to date expressed as a dollar amount and a percentage. Reports will also include server load and user access statistics and an assessment of implications of the level of usage for service availability and quality of service. Monthly reports will include status and completion information for scheduled deliverables for Firm Fixed Price elements.
- 3.9 FCPS expects that the CMS ASP offeror will configure and partition the application server(s) to ensure optimal performance. Service availability commitments and procedures to guarantee these commitments will be addressed by offerors in their responses to this request for proposals.
- 3.10 FCPS expects that any content resident on the contracted CMS ASP servers will be the property of FCPS, or, in the case of content provided by third parties, will remain the sole property of the third party content provider as defined by any such agreement extant between FCPS and such provider. Any programming or software code developed by FCPS shall remain the sole property of FCPS. FCPS will entertain forms of reparation such as discount pricing, royalties from future sales of FCPS content or code, or other agreed to terms.

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- a. The offeror will review FCPS' technical architecture and implementation approach and describe how its product will meet FCPS' needs and plans. The offeror will include any diagrams that illustrate the preferred technical architecture and propose alternative technical solutions if that described by FCPS is not considered optimal. The CMS ASP offeror will propose any alternative implementation plans based upon experience with other clients if the approach suggested by FCPS can be improved upon.

4.2 CMS Application Requirements

- a. The CMS offeror will provide functionality either through new software development, core product offerings, or relationships with third party offerors. For a detailed description of the functional requirements for the CMS refer to Appendix D, Functional Requirements. In general, the system will provide:
 - 1) Cross platform, browser-neutral, standards-based technical solutions.
 - 2) A standards based suite of products that is compliant with:
 - Aviation Industry CBT Computer-Based Training Committee (AICC).
 - Instructional Management Systems (IMS).
 - Sharable Content Object Reference Model (SCORM).
 - Americans with Disabilities Act of 1990 (ADA).
 - Rehabilitation Act of 1973, Section 508 as reauthorized by the Workforce Investment Act of 1998.
 - School Interoperability Framework (SIF).
 - 3) A customizable interface at the user level that supports centralized modifications for system wide changes.
 - 4) Centralized control and management of course and user creation and administration.
 - 5) Decentralized content creation, management, and modification.
 - 6) Client defined system roles.

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- 7) User-friendly menu driven tools for content creation and inclusion.
 - 8) Communications tools to support synchronous and asynchronous interactions.
 - 9) Flexible acceptance of content objects developed in widely accepted software packages including MS Office Suite products, AppleWorks, and ClarisWorks, as well as FCPS specific web content developed using, in addition to standard HTML code, Adobe GoLive, Dreamweaver 4, and Dreamweaver 4 Ultradev.
 - 10) Interoperability with Web-enabled database tools such as Java Server Pages (JSP) and Rapid Application Development tools including Macromedia Cold Fusion 5.
 - 11) Ability to exchange information with heterogeneous enterprise resources via an application programming interface (API).
- b. If the CMS application offeror is providing an existing software package, a comprehensive overview of its software and its ability to meet the defined functionality required by FCPS will be provided as described below:
- 1) The offeror will identify which of its functional modules are fully integrated by describing the primary features of each module and how they successfully integrate.
 - 2) The offeror shall identify which modules are provided as a part of its product offering but are not fully integrated; this can include third party products. The offeror will describe the primary features of these modules and describe how they interface with the overall suite. For any identified third party products, the offeror shall explain why they recommend the particular product and provide details about the relationship between the software offeror's company and the third party vendor including ownership of the product, lease agreement, support from the third party vendor, expiration date of any contracts, and other standard disclosure information on the product and relationship to vendor.
 - 3) The selected application offeror will provide an overview of functional modules including third party products.
 - 4) The offeror will complete a table similar to the following for all functionality described in Appendix D. This table is provided for offeror use in Appendix D.

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Functionality /paragraph reference	Fully integrated? Y/N Response	Release Number	Date functionality was first released	Expected release date if not available	If Third party product, provide vendor, product name, and years of experience integrating with this product.

4.3 Configuration and Customization

- a. FCPS intends to purchase a CMS that will satisfy the widest possible range of FCPS requirements. FCPS understands that a limited number of the features identified in Appendix D may need to be developed but would prefer an existing CMS package that could be adequately modified to meet these requirements. When responding to this task, the CMS offerors will describe their experience with situations similar to FCPS' requirement to either develop custom CMS features or successfully incorporate or integrate with third party products that can provide the desired capabilities.
- b. The offeror will recommend to FCPS those changes that are needed in configuration of the CMS to achieve the customization required to meet FCPS business needs.
- c. The CMS offeror will describe its approach to identifying and performing such development or customizations. The offeror will provide sample customization plans from similar projects that they have conducted successfully.
- d. The CMS offeror will describe the typical time frames required to complete development configuration/customization including the variables that impact the time to develop or customize.
- e. Throughout the life of the project, the CMS offeror will work in collaboration with FCPS to provide all CMS configurations and customizations necessary for FCPS to meet its business needs.
- f. The offeror will assess the impact of pending and anticipated product upgrades on FCPS requested customizations and recommend approaches for mitigating or eliminating risk.

4.4 Description of How Offeror's Product Meets or Shall Meet Specific Requirements

- a. The offeror shall describe how its product meets or shall meet all the requirements listed in Appendix D. This description should be included as an Appendix to the Technical Proposal.

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4.5 Data and Content Conversion

- a. FCPS is currently using the Blackboard, Inc. CMS as part of a one-year pilot assessing the utility of a CMS to support instructional and other content for the full range of FCPS users. The widespread use of the CMS product to augment traditional classroom instruction as well as present complete online course content has generated over 3000 “class” sites. Course content created during the 2001 – 2002 school year must be migrated to the offeror’s platform.
- b. The offeror will develop and execute a data and content migration plan that will:
 - 1) Import existing content from resources provided/identified by FCPS to the offeror’s CMS.
 - 2) Convert as necessary and import faculty, staff, and student account information, student performance records, threaded discussion content, and other archival information jointly identified with FCPS for ongoing online courses.
 - 3) Offeror, with limited assistance from FCPS, will map the data and content conversion, develop the extraction program, test and validate the conversion process, and execute the conversion.
- c. Content conversion will include, at the discretion of FCPS, all content resident in courses created in, or displayed in the Blackboard version 5.5 shell used during the 2001 – 2002 pilot project. It shall also include at the discretion of FCPS, content resident in discussion groups and organization sites created during the pilot project.
- d. The CMS offeror will work closely with the FCPS staff to ensure a successful, timely, and accurate data and content conversion.
- e. The process will be documented by the offeror and approved by FCPS prior to the actual dates of conversion of account and content information.

4.6 Application Tools

- a. If appropriate capabilities are not organic to the CMS proposed, the offeror will provide the appropriate application tools to accomplish the specified and implied tasks identified in Appendix D.

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- b. The CMS offeror will describe its approach in the area of application tools including how the tools not organic to the CMS, but recommended, are well integrated with the software applications. The offeror will describe how its application software or associated tools can meet the defined requirements or additional requirements that are critical in the offeror's experience.
- c. The CMS offeror will provide a list of software tools that will work effectively with their CMS.

4.7 Installation Services

- a. In coordination with FCPS personnel, the CMS offeror will be responsible for installing the CMS and any associated software packages on server(s) dedicated to FCPS use. The CMS offeror will install the CMS and any associated software in such a way as to allow for prototyping and or testing of additional functionality over the life of the contract in an environment separate from the server site supporting the operational product accessed by FCPS users.
- b. The offeror will specify their approach including describing the technical environment. The technical approach description will include the hardware platform, configuration, data conversion approach, and minimum workstation and Web Browser requirements.

4.8 Documentation

- a. The CMS offeror will provide, with the proposal, one copy of all existing technical documentation for its standard CMS that is capable of providing the requirements detailed in Appendix D. This includes system requirements and white papers on its architecture. This information shall also be a deliverable for the selected CMS offeror to provide when updated, during the life of the contract.
- b. The CMS offeror shall provide three copies of the most current version of all documentation supporting the CMS to FCPS. The documentation will provide all information needed for use, management and operation of the CMS. This documentation, when deemed appropriate by FCPS, may be provided online.
 - 1) This documentation includes, but is not limited to:
 - a) Reference manuals.
 - b) Systems Manuals.
 - c) End User Manuals.
 - d) Tutorials.

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- e) Data Dictionary.
- 2) The documentation will cover all functions and operations including CMS:
 - a) Structure.
 - b) Security procedures and capabilities.
 - c) Back-up, recover and checkpoint procedures.
 - d) End-user hardware, software, web browser, including any version requirements, and internet minimum connection speed.
 - e) Disaster recovery procedures.
 - f) Database design and architecture.
 - g) Data dictionary structure and maintenance procedures.
 - h) Database logical and physical organization and maintenance procedures.
 - i) Testing procedures.
 - j) Troubleshooting and tuning tools, procedures, and features.
 - k) Administration functions.
 - l) Report writing procedures.
- 3) All such documentation will also be provided in electronic format for direct electronic distribution to FCPS and support personnel with rights to copy documentation.
- 4) The CMS offeror will describe the documentation that will be provided including the last date of revision and how any changes or corrections to documentation will be communicated.

4.9 Maintenance

- a. Given the proposed implementation plan, the offeror will describe all anticipated regular maintenance tasks that FCPS staff will be required to perform. The offeror will identify the skills and level of competency required and the approximate time per week to accomplish maintenance activities. The offeror will note how these levels of effort will change during the various phases of the implementation.

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- b. FCPS expects an extended maintenance agreement, including support for the one-year base period with four, one-year renewal options. Maintenance and support will include software and documentation upgrades, remedy of software bugs, and user support for up to five (5) individuals jointly responsible for administration of the CMS system at the FCPS system administration level.
- c. The CMS offeror will describe its maintenance program including:
 - 1) Maintenance support tiers and levels.
 - 2) Telephone/Internet and email support availability.
 - 3) Guaranteed standard response times.
 - 4) Emergency response times.
 - 5) Problem resolution procedures.
 - 6) Problem escalation guidelines and procedures.
 - 7) Availability of technical support.
- d. The CMS offeror will identify the total system support costs and other recurring costs for FCPS to provide maintenance for the CMS.

4.10 Security Tools and Capabilities

- a. Security and access controls provided by the CMS:
 - 1) The CMS offeror must describe how the CMS takes advantage of, and complements, RDBMS security to accomplish the following:
 - a) Support the use of a central authentication store via one or more of the following standards; LDAP, Kerberos, Active Directory.
 - b) Authentication and authorization of FCPS users at logon, including periodic password changes.
 - c) Requiring user password change upon initial log in.
 - d) Security and access controls that are not dependent on "hard-coded" program logic.
 - e) The ability to restrict user access to selected functions and capabilities at all levels including system level, course level, and user level.

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- f) The ability to restrict the content upload and download
- g) The ability to establish system level customization of course functional areas.
- h) An inactivity time-out feature that logs users off the system who have been inactive for a customizable period of time.
- i) The offeror will describe how the CMS security features are integrated to allow the regulation of access to confidential data.
- j) The provision of audit trails and reports.
- k) The security of the audit trail.
- l) The encryption methodologies used for password and data.
- m) The security methodologies for sensitive user data such as assessment results and other performance related data.

4.11 System Performance

- a. The CMS offeror will describe how system performance is affected by the implementation and use of security and access controls, including listing all security and access controls that could affect performance and the performance impact.
- b. Identify considerations for performance relating to required Internet Content Filtering and recommend solutions/alternatives to minimize the impact on system performance.

4.12 System Interfaces

- a. The offeror, in coordination with FCPS staff, will develop and execute processes to allow for the automated updating of course and user information up to and including near real time reconciliation of data resident in the FCPS SASIxp student information database and the CMS database.
- b. The offeror will provide read access for up to five designated FCPS administrators to the CMS database containing FCPS user information.

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- c. In support of this requirement, offeror will describe in detail processes and procedures to ensure the security and confidentiality of user information during the data integration processes described.

4.13 System Integration Testing

- a. Offeror will provide all system integration testing required to support the data migration described in 4.2 , 4.5, and 4.12 above. System integration testing will be performed on all system components to accurately define CMS capabilities and limitations. The tests will be performed in collaboration with the FCPS Departments of Information Technology (IT) and Instructional Services (IS). This testing will include simulations to verify the load and performance capabilities of the CMS accessed as an ASP solution. The offeror will be responsible for the testing plan, documentation of test results, and reporting and correcting any deficiencies discovered.
- b. Offeror will describe its experience with situations similar to FCPS' requirement and its preferred/ recommended approach to the task. The offeror will describe what FCPS resources may be required to support this task in terms of numbers, skill sets, and estimated level of effort.

4.14 Prototyping and Parallel Testing

- a. The offeror's CMS will undergo routine testing to assure that as functionalities are added to the system that they meet FCPS business requirements and do not degrade or modify previously accepted capabilities.

4.15 Acceptance Testing

- a. Offeror will perform acceptance testing throughout the implementation phase of the project. Testing windows will be included in the baseline project timeline and include anticipated test functionality and performance targets. FCPS will work collaboratively with the offeror to refine the testing timeline and functional targets. The following considerations and responsibilities apply:
 - 1) The acceptance test will use FCPS production account and course generation data.
 - 2) Test upload and copy functions for Windows and Macintosh based software applications accepted as standard within FCPS.
 - 3) Test customization functions as reported by the offeror to meet FCPS business requirements.

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- 4) Test data integration capabilities for account and course creation and student and instructor population of course shells.
 - 5) The offeror will demonstrate through the testing process that the proposed CMS works as required and meets all of the functionality requirements specified in Appendix D.
 - 6) Acceptance testing will exercise all functionality of the CMS.
 - 7) Results of all acceptance testing will be documented and reported to the FCPS Project Manager.
- b. The offeror will describe the preferred approach to accomplishing this task and its experience with situations similar to the FCPS requirement. The offeror will describe what FCPS resources may be required to accomplish this task including the numbers and skills sets of personnel and estimated level of effort.

4.16 Disaster Recovery Plan

- a. The offeror will provide a disaster recovery plan for FCPS data resident on offeror provided server(s). The offeror will describe its preferred approach to accomplishing this task including the outline of the plan's content and timelines anticipated to restore the hosted CMS to full operational capability. The offeror will describe its experience with similar situations and describe what FCPS resources may be required to support this task including numbers and skill sets of personnel and estimated level of effort.

4.17 Security Procedures

- a. Offeror will specify its internal security processes and procedures to ensure the security and confidentiality of FCPS data resident on the hosting servers.
- b. Offeror will specifically address the following in the response to this request for proposal:
- 1) The practices (technologies, policies, and procedures) the offeror has in place to secure and protect the confidentiality and integrity of FCPS records/data. These practices will be subject to verification by FCPS personnel or an FCPS designated third party. These practices will:
 - a) Restrict access to FCPS records to only authorized FCPS and offeror users.
 - b) Protect user passwords from detection and unauthorized use whenever user Ids and passwords are required to access the offeror's CMS.

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- c) Prevent hostile or unauthorized intrusion that could compromise confidentiality or result in data corruption or denial of service.
 - d) Detect and prevent computer viruses from spreading on disks, attachments to email, downloaded files, and documents generated by word processing, spreadsheet, graphics, animation, video or audio development programs.
 - e) Enable the recovery of FCPS records as necessary due to systems failure with minimum down time according to industry standards. This response may refer to detailed information provided in response to paragraph 4.10 above.
- c. Offeror will review and acknowledge the acceptability and the offeror's willingness to execute as a matter of contract, the confidentiality addendum (example) provided at Appendix G.

4.18 Training

- a. The CMS offeror will describe the scope and content of training that will be provided to meet the following training requirements:
 - 1) The CMS offeror will provide training on CMS functionality and applications to appropriate FCPS staff. Specifically the Instructional Services Department, Instructional Technology Training staff, the Department of Information Technology, Training Resources staff, and select users from seven (7) additional FCPS staff departments. Estimated training requirement is 40 individuals.
 - 2) Detailed technical training will be provided to additional FCPS staff. Specifically, representatives from the Department of Information Technology, Knowledge Asset Management, SASI Functional Applications Support Staff (FAST) and the Technology Support Service Center. Estimated training requirement is 15.
 - 3) The CMS offeror will include costs of travel associated with support for training in their services cost model. To the extent possible, travel incidental to support of training will be conducted within the guidelines specified in FCPS Financial Services Regulation 5310.8, Travel—Local and out of County, Effective 7-17-00.
 - 4) Offeror will submit requests for travel to the FCPS Project Manager or designee prior to travel initiation.

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4.19 Account and Course Management

- a. Offeror will provide support for manual account and course management. While initial account and course creation, and instructor and student class course assignments will be performed as part of the data integration requirements, the requirement exists to support these needs manually during the course of the school year. This support will include:
 - 1) User account creation.
 - 2) Course creation.
 - 3) Batch course enrollments.
- b. It is estimated that the level of effort to support this requirement will equate to approximately 10% of the total user and course count. Offerors will provide incremental estimates of costing for this support over the life of the contract. Actual costs for the support will be negotiated annually based on data accumulated during the previous contract year(s).

4.20 User Support/Help Desk

- a. Offeror will provide multiple levels of support to FCPS users. Minimum support requirements include:
 - 1) Direct telephonic contact for up to five (5) designated FCPS technical points of contact with offeror ASP Technical Support staff for resolution of server/system level performance or access issues.
 - 2) Access for all users to online help that provides descriptions of functional processes and procedures, fact sheets, tip sheets, and frequently asked questions about using the CMS's functionality.
 - 3) Access for selected users to toll free telephonic and online help desk support which will be available 24 hours each day, 7 days a week. Offeror will describe their help desk function in detail, including staffing, maximum response times for both telephonic and online help functions, and identify any variations in response times that can be anticipated due to time of the day/day of week. All times will be expressed as Eastern Daylight Time.

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- a) Offeror will provide cost estimates for this support based on 1000 individual users. To accommodate growth in the help desk requirement, offeror will provide estimates for incremental increases in the number of users to be supported up to a maximum of 10,000 users.
- 4) Actual requirements for help desk support will be negotiated on an annual basis over the life of the contract.

5. OTHER SERVICES:

- 5.1 The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow FCPS and Fairfax County administrators to monitor the program's progress and effectiveness. FCPS and Fairfax County administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year.

6. TECHNICAL PROPOSAL SECTION INSTRUCTIONS:

- 6.1 The offeror must submit the Technical Proposal in a separate binder containing the following information:
 - a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers; and annual report or financial statement. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
 - b. Understanding of the problem and technical approach.
 - 1) Statement and discussion of the requirements as they are analyzed by the offeror.
 - 2) Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving objectives of the project.
 - 3) Preliminary layouts, sketches, diagrams, other graphic representations, calculations, curves, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.

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- 4) Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

6.2 Preliminary Work Plan

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

6.3 Treatment of the Issues

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Tasks to be Performed" section, and may propose alternative approaches.

6.4 Statement of Qualifications

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
- c. Personnel: Full-time and part-time staff, proposed Consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any

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subcontractor or Consultant activity must be indicated and the anticipated sources will be identified.

- 1) Resumes of staff and proposed Consultants are required which will indicate education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.
- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.

A part of this section should include a detailed description of activities that are to occur, significant milestones, and anticipated deliverables.

7. COST PROPOSAL SECTION INSTRUCTIONS:

- 7.1 The offeror, as a minimum, must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. Appendix B must be used in completing the cost proposal. The following information should be submitted as part of the Cost proposal:

The cost of each task or segment of the task shall be itemized.

- a. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if prices differ.
- b. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- c. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
- d. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etceteras.

Caution: Failure to provide breakdowns of cost items may render the Cost Proposal non-responsive.

SPECIAL PROVISIONS**8. PRICING:**

- 8.1 The subsequent contract may include both firm-fixed price and time and materials elements. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of this initial contract. Changes in cost for any subsequent yearly contract renewals will be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant trade publications, etc.
- 8.2 Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A).

9. REQUIRED SUBMITTALS:

- 9.1 Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. An Offeror's failure to provide the documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

10. SUBMISSION OF PROPOSAL :

- 10.1 One (1) original (duly marked) and ten (10) copies of the Technical proposal, and one (1) original (duly marked) and ten (10) copies of the Cost proposal (Appendix B) are due to the receptionist at the following address:

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: 703-324-3201

- 10.2 It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper, wherever possible.

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- 10.3 Each original and set of the ten (10) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32).
 - b. Technical proposal as required in the Special Provisions, paragraph 6, **TECHNICAL PROPOSAL SECTION INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 8, **COST SECTION PROPOSAL INSTRUCTIONS**. (Appendix B must be included in the Cost proposal).
 - d. Completed copy of Table D-1, CMS Functionality and Availability, Appendix D.
- 10.4 By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

11. LATE PROPOSALS:

- 11.1 **Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror. Electronically stamped receipts for delivery are available.**

12. PERIOD THAT PROPOSALS REMAIN VALID:

- 12.1 Each Offeror agrees that proposals will remain firm for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

13. CONTACT FOR CONTRACTUAL MATTERS:

- 13.1 The person to contact concerning contractual matters pertaining to this Request for Proposal is:

Lonnette Robinson, CPPB, Contract Administrator
 Department of Purchasing and Supply Management
 Telephone: (703) 324-3281
 Lonnette.Robinson@fairfaxcounty.gov

SPECIAL PROVISIONS**14. CONTACT FOR TECHNICAL MATTERS:**

- 14.1 The person to contact concerning technical matters pertaining to this Request for Proposal is:

Mike Foland, Project Manager
Department of Information Technology
Telephone: (703) 503-7416

15. KEY PERSONNEL:

- 15.1 The personnel named in the technical proposal will remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

16. TRADE SECRETS/ PROPRIETARY INFORMATION:

- 16.1 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, they must invoke the protections of this section prior to or upon submission of the data or other materials.
- 16.2 The Offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the offeror.

17. SUBCONTRACTING:

- 17.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. A listing of registered firms by relevant trades or specialties is included as Appendix C to this solicitation package. In addition, a listing of local, state and federal sites as well as proprietary business data providers may be obtained from the Fairfax County Economic Development Authority website, under the Business Database Resources link:
<http://www.fairfaxcountyeda.org/>
- 17.2 Upon award of contract, the prime contractor agrees to make maximum effort to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County as a small, minority-owned, and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. (Reference Appendix B)

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18. PRE-PROPOSAL CONFERENCE:

- 18.1 A pre-proposal conference will be held on June 26, 2002 at 10:00 A.M. at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Rooms 4 & 5, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the County one-week in advance to allow for accommodation.
- 18.2 The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal.

19. BASIS FOR AWARD:

- 19.1 The County of Fairfax reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the County.
- 19.2 A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the Cost proposals of the highest rated offeror(s) will then be reviewed.
- 19.3 Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. The Selection Advisory Committee shall then negotiate a contract with the highest rated offeror. At this time, the offeror and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of Fairfax County.

If a satisfactory contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second rated offeror and so on. The Committee will make appropriate recommendations to the FCPS Superintendent and the Fairfax County School Board, if appropriate, prior to actual award of contract.

19.4 Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

- a. Qualification of firm with appropriately qualified and experienced personnel.
- b. Depth of response to the Special Provisions, Sections 3 and 4,
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- c. Depth of response to Special Provisions, Section 7, **TECHNICAL PROPOSAL SECTION INSTRUCTIONS**.
 - d. Details of the approach and methodology in the description of the implementation and support strategy.
 - e. For offerors selected to present to the Selection Advisory Committee (SAC) will be assessed on their ability to articulate and discuss the features and capabilities of their CMS. Presenters shall be comprised of the project team members identified as key personnel in the offeror's proposal.
 - f. Ability to demonstrate, at the discretion of FCPS, the capability to perform the functions and provide the functionality described in the response to this request for proposal.
 - g. Reasonableness of cost proposal(s).
- 19.5 Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 19.6 The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 19.7 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be initially submitted with the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.
- 19.8 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

SPECIAL PROVISIONS**20. ORDER OF PRECEDENCE:**

- 20.1 In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

21. PURCHASE ORDER:

- 21.1 A purchase order may be enclosed with the resulting contract or may be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 or the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports.
- 21.2 The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.
- 21.3 Services are not to begin until receipt of the purchase order and/or other notification by the County Purchasing Agent to proceed.

22. CONTRACT COMPLETION AND RENEWAL:

- 22.1 This contract will begin on **August 1, 2002**, or date of award, whichever is later, and terminate on or before **July 31, 2007**.
- 22.2 Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The initial term of this contract is for a one (1) year period. The County reserves the right to renew the contract for four (4) additional years, one (1) year at a time, if agreeable to all parties.
- 22.3 Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. The contract will provide that if such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County will be entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

SPECIAL PROVISIONS**23. INSURANCE:**

- 23.1 Work shall not start under this contract until Contractor has obtained all of the insurance called for hereunder and that insurance has been approved by the School Board. Only original signed certificates of insurance, or alternately, certified copies of the required insurance policies, will be accepted by the School Board as evidence of required insurance. No subcontractor shall start work on this contract, or any subcontract of this contract, until all insurance required of the subcontractor has been obtained and approved by the Contractor.
- a. Contractor shall maintain throughout the duration of this contract, and for a period of three years after (a) termination of this contract, or (b) completion of the work (whichever is first), Commercial General Liability insurance, Business Automobile Liability insurance, Errors and Omissions Professional Liability insurance, and Workers Compensation and Employers Liability insurance.
 - b. Contractor shall require all subcontractors to maintain the same insurance as specified for the Contractor, unless lesser or greater limits are agreed to, or required by, the School Board. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the School Board on demand.
 - c. All insurance policies shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until 45 days prior written notice has been given to the School Board." The Contractor shall furnish notice of any impending policy change prior to any policy change or cancellation date, and immediately after any change, provide a new certificate reflecting that change. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all work and/or payments until the new certificate is furnished. Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance, or equivalent.
 - d. No acceptance and/or approval of any insurance by the School Board shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either, or both of them, by the provisions of the documents of this contract. The Contractor assumes all risks of direct and indirect damage, injury, or other loss to any person or any property, wherever located, resulting from any action, omission, commission, or operation under this contract, or connected in any way whatsoever with this contract.

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- e. The Fairfax County School Board (including its officials, agents, and employees) is to be named an additional insured under the Contractor's Commercial General Liability, Errors and Omissions Professional Liability, and Business Automobile Liability policies, and the certificates of insurance, or the certified policies, must so state. Coverage afforded under this paragraph shall be primary as respects the School Board (including its officials, agents, and employees).
 - f. The Contractor will provide insurance issued by companies licensed to do business within the Commonwealth of Virginia, with the Best's Rating of at least A-, VI.
- 23.2 The Contractor shall provide the following insurance with the minimum limits specified:
- a. Statutory Workers Compensation and Employers Liability, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or others who may qualify for such coverage, which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. Commercial General Liability insurance, or its equivalent, with a minimum \$5,000,000 limit per occurrence, to protect the Contractor, the subcontractors, and the interest of the School Board, its officers, agents, and employees against any and all injuries and damages to third parties, wherever located, resulting from any action or operation under the contract, or in connection with the contracted work.

A Completed Operations Liability policy, or endorsement, with the same minimum limit per occurrence, shall continue in force for three years following completion of the contract.
 - c. Errors and Omissions Professional Liability insurance, with a minimum \$5,000,000 limit per occurrence. This coverage shall continue in force for three years following completion of the Contract.
 - d. Business Automobile Liability insurance, with a minimum \$1,000,000 limit per occurrence, for owned, non-owned, and hired vehicles.
 - e. All liability policy limits may be met by individual policies for the full limit requirements, or by a combination of underlying policies for lesser limits, with the remaining limits provided by Excess or Umbrella policy(ies).

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- 23.3 If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must:
- a. Provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract, and such certificates shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this contract,
 - or,
 - b. Purchase the extended reporting period (two years minimum) endorsement for the policy or policies in force during the term of this contract, and evidence the purchase of this extended reporting period endorsement by means of a Certificate of Insurance, or a copy of the endorsement itself.
- The limits of liability and any extensions, endorsements, or changes to be included, as described previously, remain the same.
- 23.4 The Contractor will provide, on demand, certified copies of all insurance policies related to this contract within ten (10) business days of demand by the School Board. These certified copies shall be furnished to the School Board directly by the Contractor's insurance carrier or agent/broker.
- 23.5 Compliance by the Contractor and all subcontractors with the foregoing insurance requirements shall not relieve the Contractor or any subcontractor from other provisions of this contract.
- 23.6 Caution shall be exercised at all times for the protection of all persons and all property.
- 23.7 The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, including any subsequent additions, deletions, and/or charges, as it may apply to this contract.
- 23.8 The Contractor covenants to save, defend, hold harmless and indemnify the School Board and all of its officials, agents, and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability, or exposure, however caused, resulting from or arising out of, or in any way connected with, the Contractor's performance or non-performance of the terms of this contract or its obligations under this contract. This indemnification shall continue in full force and effect until the Contractor completes all of the work required under the contract, except that indemnification shall continue after final acceptance of the work by the School Board, for all claims for which the Contractor has been given notice involving products or completed operations.

SPECIAL PROVISIONS**24. DATA SOURCES:**

- 24.1 The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

25. SAFEGUARDS OF INFORMATION:

- 25.1 Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

26. ACCESS TO AND INSPECTION OF WORK:

- 26.1 The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

27. DELAYS AND SUSPENSIONS:

- 27.1 The Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor.

If, after giving the County Purchasing Agent written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor's time of completion by a period of time reasonably suited for completion of work.

- 27.2 The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor's cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the Contractor decides to proceed without the data and services that was to be provided by the County, any error or omission of the Contractor that resulted from the County's omission will not constitute default by the Contractor.

28. CHANGES:

- 28.1 Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

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- 28.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

29. PROJECT AUDITS:

- 29.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the Contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs.
 - b. In the event of a disagreement between the Contractor and the County on the amount due the Contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 29.2 These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 29.3 Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 29.4 Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 29.5 Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all

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reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

30. REPORTS AND INVOICING:

- 30.1 The Contractor(s) must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 30.2 The Contractor(s) must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor(s) must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
 - a. Employee name;
 - b. The name of the County department;
 - c. Date of services
 - d. The type of services; and,
 - e. The itemized cost for each item/service.
- 30.3 County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 30.2, A-E. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

31. PAYMENTS:

- 31.1 The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 4, **TASKS TO BE PERFORMED.**

32. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 32.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals

SPECIAL PROVISIONS

having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

33. NEWS RELEASE BY VENDORS:

- 33.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

34. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:

- 34.1 Extension of Contract: Offerors are advised that all resultant contracts will be extended, with the authorization of the Offeror, to Metropolitan Washington Council of Governments member jurisdictions and other Jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of services/supplies at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor(s) must deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your offer. (Reference Appendix B)
- 34.2 It is the awarded vendor's responsibility to notify the jurisdictions and political subdivisions of the availability of the contract(s).
- 34.3 Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- 34.4 Fairfax County **shall not** be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

APPENDIX A

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error).

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

I. AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: as predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL & CONSULTANT SERVICES: Any type of professional service which is either: 1) performed by an independent contractor within the

practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §11-37 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution), or 2) any other type of similar contractual service (including consultants), required by the Fairfax County Government but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of professional service required and at fair and reasonable compensation rather than by competitive sealed bidding.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising, the mailing of an Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, bid Cover Sheets and Pricing Schedules are furnished in duplicate and all bids shall be submitted in duplicate, on the forms provided, properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 - 1) It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 - 2) The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same

bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS-All solicitation packages will contain a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic or facsimile bids/modifications will not be considered.

14. BIDDERS PRESENT-At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly and remain available for public inspection in the Office of the Purchasing Agent during regular County business hours for a period not less than thirty (30)

calendar days after date of opening. Abstracts or tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.co.fairfax.va.us/dpsm> for a minimum of 30 days.

At the time fixed for the receipt of responses for request for proposals, only the names of the offerors will be read and made available to the public.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidders List.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on a debt or contract or is in default on a surety to the County or whether the bidder's County taxes or assessments are delinquent; and

- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any addenda/amendments/Memoranda of Negotiations

26. TIE-BIDS – If two or more bidders submit bids that are identical as to price, authorized prompt payment discounts and delivery time, preference will be given to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident of Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public, except when in the judgement of the County such purchase would operate to the disadvantage of the County. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL BUSINESS ENTERPRISE PROGRAM-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
- c. As used in this contract the term "small business" means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than \$1,000,000 in annual receipts.
- d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with disabilities; a physical or mental impairment that substantially limits one or more of the major life activities of such individual, a record of such impairment, or who are regarded as having such an impairment.
- e. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

- f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein.

Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the storekeeper at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order, invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the P.O. or to the appropriate address specified below:

- a. Fairfax County Public Schools
Assistant Superintendent - Financial Services
10700 Page Avenue
Fairfax, Virginia 22030
- b. County of Fairfax
Office of Finance
P. O. Box 1327, Drawer A
Fairfax, Virginia 22035
- c. Fairfax County Redevelopment and Housing Authority
Finance Division
3700 Pender Drive, Suite 300
Fairfax, Virginia 22030-7444
- d. Fairfax County Park Authority
12055 Government Center Parkway
Suite 927
Fairfax, Virginia 22035-1118

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or

employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.co.fairfax.va.us/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any

of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 - 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 - 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 - 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

- 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
- 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4e of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4e, or at such later time as provided herein. No protest shall

lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-When stated specifically in the solicitation, the County Purchasing Agent of Fairfax County may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies, or agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental

purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE - During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$30,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

APPROVED:

/s/ David P. Bobzien
COUNTY ATTORNEY

/s/ Armand E. Malo
COUNTY PURCHASING AGENT

RFP CHECKLIST

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____
Telephone Number: () _____

Fiscal Representative: _____
Telephone Number: () _____

EMAIL Address: _____

A detailed description of cost elements must be submitted as part of the cost proposal.

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
- B. Special Provisions & Specifications, Pages 1 through 32 and Appendix D.
- C. Appendix A (General Conditions and Instructions to Bidders)
- D. Appendix B (RFP Checklist, BPOL Form, COG Rider, SBE Schedule, Subcontractor's Notification Form).
- E. Appendix C (Listing of Potential Subcontractors) www.fairfaxcounty.gov/dpsm/solic.htm

Typed name and title

Signature

Date of Submission

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:

Virginia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- Date business began/will begin work in Fairfax County _____

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

Signature

Date _____

For Office Use Only:

- Company name and address: _____

- Amount of Contract Award \$ _____
- Fairfax County Agency: _____
- Agency Contact _____ Phone No. _____
- Company Contact _____ Phone No. _____
- Nature of business _____

YOU MUST RETURN THIS FORM OR A COPY OF CURRENT FAIRFAX COUNTY BUSINESS LICENSE IN PROPOSAL. CONTRACT AWARD SHALL NOT BE MADE WITHOUT IT.

COG Rider for Additional Jurisdictions

REFERENCE PARAGRAPH 34 OF THE SPECIAL PROVISIONS, "BIDDERS AUTHORIZATION TO EXTEND CONTRACTS":

<u>YES</u>	<u>JURISDICTIONS</u>	<u>JURISDICTIONS</u>
<input type="checkbox"/>	Alexandria Public Schools	<input type="checkbox"/> Madison County Public Schools
<input type="checkbox"/>	Alexandria Sanitation Authority	<input type="checkbox"/> Manassas Park Public Schools
<input type="checkbox"/>	Alexandria, Virginia	<input type="checkbox"/> Manassas, Virginia
<input type="checkbox"/>	Arlington County, Virginia	<input type="checkbox"/> Manassas City Public Schools
<input type="checkbox"/>	Arlington Public Schools	<input type="checkbox"/> Maryland-National Capital Park & Planning Commission
<input type="checkbox"/>	Bowie, Maryland	<input type="checkbox"/> Metropolitan Washington Airports Authority
<input type="checkbox"/>	Charles County, Maryland	<input type="checkbox"/> Metropolitan Washington Council of Governments
<input type="checkbox"/>	Chevy Chase Village, MD	<input type="checkbox"/> Montgomery Community College
<input type="checkbox"/>	City of Fairfax, Virginia	<input type="checkbox"/> Montgomery County
<input type="checkbox"/>	Clark County Administrative Services	<input type="checkbox"/> Prince George's County Public Schools
<input type="checkbox"/>	College Park, Maryland	<input type="checkbox"/> Montgomery County Public Schools
<input type="checkbox"/>	Culpeper County Public Schools	<input type="checkbox"/> Northern Virginia Community College
<input type="checkbox"/>	District of Columbia	<input type="checkbox"/> Northern Virginia Regional Commission
<input type="checkbox"/>	District of Columbia Schools	<input type="checkbox"/> Orange County Public Schools
<input type="checkbox"/>	Fairfax County Water Authority	<input type="checkbox"/> Prince George's County
<input type="checkbox"/>	Falls Church City Public Schools	<input type="checkbox"/> Prince William County
<input type="checkbox"/>	Falls Church, Virginia	<input type="checkbox"/> Prince William County Public Schools
<input type="checkbox"/>	Fauquier County Schools	<input type="checkbox"/> Prince William County Service Authority
<input type="checkbox"/>	Frederick City, Maryland	<input type="checkbox"/> Rappahannock County Public Schools
<input type="checkbox"/>	Frederick County Maryland	<input type="checkbox"/> Rockville, Maryland
<input type="checkbox"/>	Frederick County Schools	<input type="checkbox"/> Shenandoah County Public Schools
<input type="checkbox"/>	Gaithersburg, Maryland	<input type="checkbox"/> Stafford County Public Schools
<input type="checkbox"/>	Greenbelt, Maryland	<input type="checkbox"/> Takoma Park, Maryland
<input type="checkbox"/>	Herndon, Virginia	<input type="checkbox"/> Town of Vienna, Virginia
<input type="checkbox"/>	Loudoun County Sanitation Authority	<input type="checkbox"/> Upper Occoquan Sewage Authority
<input type="checkbox"/>	Loudoun County, Public Schools	<input type="checkbox"/> Washington Suburban Sanitary Commission
<input type="checkbox"/>	Loudoun County, Virginia	<input type="checkbox"/> Virginia Railway Express
		<input type="checkbox"/> Washington Metropolitan Area Transit Authority

YOU MUST RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE. CONTRACT AWARD SHALL NOT BE MADE WITHOUT IT.

Vendor Name

SBE SCHEDULE

The Fairfax County Board of Supervisors has established the following definitions for small and minority businesses:

Small Business – A corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross sales.

Minority Business – A business enterprise that is at least 51% owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; Women (regardless of race or ethnicity); and persons with a physical or mental

Step 1: Select all categories that apply to your business from this group.

✓	Business Partner Classification Code/Category
___	Disabled Person Owned
___ (8)	Public Body/Government Agency
___ (9)	Non Profit/Not-for-Profit
___ (D)	Sheltered Work Shop (work oriented rehabilitative facility with a controlled work environment and individual goals that utilizes work experience and related services assisting the handicapped person to progress toward normal living and productive vocational status)

Step 2: Select the one category that applies to your business from the table below.

<u>SMALL BUSINESS</u>	<u>LARGE BUSINESS</u>	<u>OWNERSHIP</u>
___ (B)	___ (Y)	Non-Minority
___ (C)	___ (A)	Women-Owned
___ (G)	___ (E)	African American Owned
___ (H)	___ (F)	African American Women-Owned
___ (K)	___ (I)	Hispanic American Owned
___ (L)	___ (J)	Hispanic American Women-Owned
___ (O)	___ (M)	Asian American Owned
___ (P)	___ (N)	Asian American Women-Owned
___ (S)	___ (Q)	American Indian Owned
___ (T)	___ (R)	American Indian Women-Owned
___ (W)	___ (U)	Eskimo/Aleut Owned
___ (X)	___ (V)	Eskimo/Aleut Women-Owned

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COUNTY OF FAIRFAX
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM (SMBEP)
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

Fax: 703-324-3228

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification Code: _____ **(from SBE Schedule)**

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited contract, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor. Please complete this form and return it to this office with your bid package. The purpose of determining a subcontractors small/minority classification, the criteria for both is stated below:

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	SMALL/MINORITY CLASSIFICATION

YOU MUST RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE. CONTRACT AWARD SHALL NOT BE MADE WITHOUT IT.

Listing of Potential Subcontractors

www.fairfaxcounty.gov/dpsm/solic.htm

APPENDIX D

HOSTED (ASP) COURSE MANAGEMENT SYSTEM – FUNCTIONAL REQUIREMENTS

1. INTRODUCTION

Fairfax County Public Schools (FCPS) has always searched for innovative approaches for providing nationally recognized instruction to the Fairfax County community. Over the past three years, schools and administrative staff have been using various free online products to provide educational enrichment materials and communicate class information to students and parents. This increasing demand led FCPS to explore options for meeting the schools' desire for an intuitive, easy to use, and flexible online product to meet their wide range of requirements. To evaluate the range of requirements that would need to be met and assess the level of interest across the enterprise, FCPS conducted a pilot test of CMS capabilities during the 2001 – 2002 school year using the Blackboard, Inc. CMS.

2. CURRENT SYSTEM OVERVIEW

The pilot test was conducted on two levels. Three schools, one elementary, one middle, and one high, voluntarily participated in an assessment of the school system's ability to successfully use data resident in our student information system, SASI, to automate the account and course management processes that will be required within a system supporting over 160,000 students and over 30,000 teachers and staff. Additionally, the product was made available for optional use by all schools, administrative centers, and staff within FCPS. It was clear from the level of response that a high demand exists to continue providing a CMS capability for FCPS. Currently, over 17,000 students, faculty, and staff are using the capability provided by the FCPS 24-7 Learning site. There are over 2,500 class sites that use a range of capabilities from providing class announcements and posting homework, to providing complete online course content in courses provided by the FCPS Online Campus. It is anticipated that the use of an online CMS capability will increase at a continuing rate over the life of the contract.

3. FUNCTIONAL REQUIREMENTS

3.1 General Functionality

The requirements listed in this paragraph are considered the minimum desired functions in the CMS selected. Offeror will specifically address their capability to provide this functionality "out of the box." In the case of a feature/functionality that can be made available, but is not a currently a core feature/functionality of the offeror's product, the offeror will provide the projected date of incorporation into the core product capabilities, or

provide the estimated cost of implementation to include this functionality at the discretion of FCPS.

- a. The CMS will be provided to FCPS via an Enterprise license for unlimited users and courses and hosted on offeror's servers dedicated to FCPS, as an ASP solution.
 - 1) Offeror will provide a costing model that accommodates increasing server capacity over the life of the contract up to 25,000 courses. Estimates for increases may be base-lined on 5,000 courses with an average course size of 20 MB. Offeror may provide recommendations for server capacity based on their experiences with situations similar to FCPS' requirement and its preferred/ recommended approach to the task. Actual increases to capacity will be negotiated on an annual basis over the life of the contract.
 - 2) Associated with the response to 3.1.a.1) above, the offeror will define the associated bandwidth availability, access speed, and server availability that will be guaranteed by their solution.
- b. Access to the CMS will require a unique username and password.
- c. The CMS will provide an interface that is customizable by FCPS, allowing FCPS to modify text, graphics, palette, and the design and display of all screen elements from system to individual course/class site level.
- d. The CMS will allow FCPS to catalog customized graphics created by FCPS or their designee as reusable objects within an online catalog of like objects for reuse by FCPS users.

3.2 Management

- a. The CMS will provide for assignment of multiple user roles to facilitate management and administration at the system, school, and course levels. Roles must support discrete assignment of permissions to:
 - 1) Create courses.
 - 2) Create user accounts and assign roles.
 - 3) Modify user accounts and roles to include password resets.

- 4) Control account and course availability.
 - 5) Control access for guests to system and course functions.
 - 6) Create templates for reuse in the course creation process.
 - 7) Define availability of functions and capabilities in reusable course templates.
 - 8) Perform modifications to course content and functions.
 - 9) Perform modifications to system level features and interfaces.
 - 10) Perform copy functions for multiple content objects from one course into several courses.
- b. Offeror will provide a matrix of their CMS's available roles with their associated permissions. Offeror will define their CMS's ability to delegate the role permissions to allow for assignment of such roles to restricted numbers of courses so that selected roles may be assigned with permissions for a single school or content area within a school.
 - c. User accounts will be created with a password automatically and randomly assigned during the account creation process whether the account is created manually or via an automated process during data integration. The FCPS system administrator will be able to delegate authority for password changes to other system roles.
 - d. All user accounts will be associated with CMS elements, such as courses, in which they are enrolled either as a student or as the instructor or another authorized role.
 - e. The CMS will support automated updating of course and user information down to and including the individual school level.
 - f. The CMS will include a statistics feature that will allow teachers and administrators to track:
 - 1) User access to include number of accesses to courses, content units, groups and organizations, and the duration of such access. User statistics will support monitoring time of day, and date of these accesses.
 - 2) Cumulative course statistics including total accesses over time of day, day of week.

- 3) System level statistics for total courses, total instructors, total students, total hits over time of day, day of week, week of the month.
- 4) The CMS will include a graphing and print capability for all data sets.

3.3 Content Management

- a. User interfaces will provide the capability to display access points, via buttons, tabs or other intuitive navigation technique(s), to instructional resources that may be customized either at the Instructor or System level. As a minimum, the CMS will provide:
 - 1) the extent possible including the ability for teachers and system administrators to incorporate color customized banners, navigation buttons, and graphics.
 - 2) Announcements that can be customized to present based on instructor-controlled start and end dates and times.
 - 3) A printable class calendar with the ability to customize display for day, week, month and include user-controlled sizing of the calendar display and font characteristics.
 - 4) Access to individual assessment information and grades.
 - 5) Task lists/To do.
 - 6) Rosters/User directories.
 - 7) Personal information.
 - 8) Instructors will have access to post and edit their staff contact information for availability to enrolled students.
- b. Access/availability to the functions in 3.3.a must be controllable at the instructor and system administration level.
- c. Offeror will specify any content related capabilities provided in their product that are not specified in paragraph 3.3.a above.
- d. The CMS must contain a content development tool that uses menu-based options for content creation and posting.
- e. The product will include, either organically or as a third party product, spell check, a symbol generator that includes scientific and mathematical notation, and the capability to display foreign language symbols.

- f. The product must support the import of content objects developed using common open architecture web development tools including HTML coding and objects/products developed in whole or in part using the products listed in paragraphs 4.1.c.9) and 4.1.c.10) of the Special Provisions.
- g. The CMS must support display of documents, graphs, charts, and other content developed using software packages common to FCPS including MS Office, Appleworks, Clarisworks, and Inspiration. In known cases of incompatibility with specific third party software packages, offeror will identify the software and describe in detail, any validated work-arounds.
- h. The CMS will include a copy function that will allow for copying all content from a single course to multiple courses and support the copy of multiple selected content objects from one course to multiple courses.

3.4 Communications

- a. The CMS will include:
 - 1) Web browser neutral access to content from any Internet capable computer. Known incompatibilities or operational impacts associated with specific ISP browsers will be specified with validated work-arounds.
 - 2) Email capability both for third party accounts and via internet email. The management of Email availability and functionality must be available to instructors and system administrators.
 - a) The Email management utility will have the capability to allow system administrators to define distribution and availability limitations either at the individual course level, or by presetting restricted email distributions and availability within course templates as well as at the global level.
 - b) Instructors and administrators will have the ability to create mailing groups at the course and the system level respectively.
 - c) Anonymous email will not be a capability.
 - 3) The ability to create organization sites to support information and content for organizations such as school teams and clubs.

- 4) Posting of announcements at the class, school, or system level.
- 5) Instructor ability to create discussion boards/groups and enrollment of users into these groups. The content posted on these boards will be retained/archived for a period to be determined by FCPS.
- 6) Instructor ability to create user polls and surveys.
- 7) synchronous discussion capability, a white board capability that accepts text, graphic, scientific and mathematical symbology, and freehand instructor or student input at the instructors discretion and will also display/link to instructor selected web pages. Access to the virtual classroom will be controlled by the course instructor via a management panel that facilitates guiding the discussion, allowing individual students to respond to or ask questions, allows the instructor to block individuals, and allows the instructor to designate a student group leader for selected topics or programs. Synchronous discussions occurring in the virtual classroom will be archived.
- 8) A digital drop box function that allows students to upload assignments, materials and media information for access by instructor(s). Students will only have access to information in the drop box prior to submission. Students will not have access to other users materials. Instructors may insert information in individual student boxes and will have access to all drop box materials.

3.5 Assessments

- a. The CMS will include the capability to create and manage assessments and will include the following capabilities:
 - 1) Support for multiple question types (Multiple Choice, True/False, Short answer, Essay, multiple-choice, matching, Fill-in-the-blank (s)).
 - 2) Creation of question banks/pooling. Must also support import from and export to existing question banks specifically as are contained in the NCS ABACUSxp TM product used by FCPS.
 - 3) Supports sharing of question banks/pools internal to the CMS.
 - 4) Randomization of question presentation.

- 5) Self-assessments.
- 6) Surveys with statistics
- 7) Proctored (password protected) tests.
- 8) Timed tests.
- 9) Test availability for block duration from specified number of hours up to a number of months.
- 10) Limit number of times taken.
- 11) Ability to include media files (graphics, animations, audio, video) in questions.
- 12) Ability to include media files (graphics, animations, audio, video) in answers.
- 13) Instructor feedback areas for all question types.
- 14) Return option (grade only, grade with correct answer, grade with wrong answer).
- 15) Supports instructor allowing test restart and continue test options.
- 16) Multiple questions displayed on single page.
- 17) Ability to attach multiple files to essay questions.
- 18) Ability to link to URLs within questions.
- 19) Ability to incorporate scientific notation, mathematical symbols in questions.
- 20) Ability to incorporate scientific notation and/or mathematical symbols in answers.
- 21) Ability to create and perform analysis of surveys and polls.

3.6 Gradebook

- a. The CMS will include a gradebook function that has the following features:
 - 1) Provides a secure spreadsheet view for teacher/instructor use.
 - 2) Allows creation of customized grades for participation, etc.

- 3) Automatically posts individual grades based on test and assessment results.
- 4) Ability to weight grades.
- 5) Ability to weight question categories.
- 6) Ability to post grades as a percentage.
- 7) Ability to post grades in total points.
- 8) Ability to post grades by performance category (Needs Improvement, Satisfactory, Good, Outstanding).
- 9) Allows for manual overwriting/change of test results.
- 10) Ability to display percentage of course completed based on success benchmark test completion.
- 11) Provides a secure student/parent view of individual grades based on system login password.
- 12) Can enter grades by column.
- 13) Can enter grades by individual student.
- 14) Can export gradebook content in delimited format.
- 15) Provides performance statistics for teachers and administrators including view by assessment/test, by item, and by student. Allows for analysis of course level test performance, and analysis of time in test by individual.

4. Functional Capabilities Table

Following is the table to be completed by offerors to specify the capabilities available in their CMS and identify those capabilities that are projected for provision at a later date or provided/to be provided by third party vendors.

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Enterprise License 3.1.a					
Hosted (ASP) service 3.1.a					
Unique username and password required 3.1.b					
Customizable user interface from system to course level 3.1.c					
Catalog feature for reusable custom graphics 3.1.d					
Assignment of user system roles at the system, school and course level 3.2.a					

Table D-1 CMS Functionality and Availability
(D-9)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Course creation 3.2.a					
Account creation and role assignment 3.2.a					
Account and role modification 3.2.a					
Password reset 3.2.a					
Account and course availability control 3.2.a					
Guest access control for system and course functions 3.2.a					
Course template creation for reuse in the course creation process 3.2.a					

Table D-1 CMS Functionality and Availability
(D-10)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Defined availability of template functions and capabilities 3.2.a					
Perform modifications to course content and functions 3.2.a					
Perform modifications to system level features and interfaces 3.2.a					
Perform copy functions of multiple content objects from one course into several courses 3.2.a					

Table D-1 CMS Functionality and Availability
(D-11)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Automatic and random password generation during data integration process 3.2.c					
Password change authority delegation 3.2.c					
Automated user assignment to courses and other group sites created during the batch creation process 3.2.d					
Support for automated updating of courses and users from system to school level 3.2.e					

Table D-1 CMS Functionality and Availability
(D-12)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Contains a statistics feature 3.2.f					
Tracks user access, duration, and time/date of access for all system sites in which enrolled 3.2.f.1)					
Tracks course statistics including total access over time, by time of day and date 3.2.f.2)					
Tracks system level statistics for total courses, total instructors, total students, total hits over time of day, day of week, week of month 3.2.f.3)					

Table D-1 CMS Functionality and Availability
(D-13)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Statistics feature will include a graphing and print capability 3.2.f.4)					
Interfaces will provide buttons, tabs or other intuitive navigation features customizable from the course instructor to system level 3.3.a					
Customization of text, palette, and displays including banners, navigation buttons, and graphics 3.3.a.1)					

Table D-1 CMS Functionality and Availability
(D-14)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Announcement feature that can be customized to present based on instructor controlled start and end dates and times 3.3.a.2)					
Printable calendar that can be customized for display of day, week, month, with user controlled size and fonts 3.3.a.3)					
Access to individual assessment information and grades 3.3.a.4)					
Task lists/To do list 3.3.a.5)					

Table D-1 CMS Functionality and Availability
(D-15)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Rosters/User directories 3.3.a.6)					
Personal information 3.3.a.7)					
Instructor access to edit staff contact information for class availability 3.3.a.8)					
Control of function availability at the instructor and system level 3.3.b					
Organic content development tool with menu-based options for content creation and posting 3.3.d					

Table D-1 CMS Functionality and Availability
(D-16)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Spell check 3.3.e					
Symbol generator for scientific notation and mathematical symbols 3.3.e					
Foreign language symbols 3.3.e					
Import of content objects developed in common open architecture tools 3.3.f					

Table D-1 CMS Functionality and Availability
(D-17)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Support the display of documents, graphs, charts, and other content developed in MS Office, Appleworks, Clarisworks, and Inspiration 3.3.g					
Course copy and content copy function 3.3.h					
Web browser neutral access 3.4.a.1)					
Email capable for third party accounts and internet mail 3.4.a.2)					

Table D-1 CMS Functionality and Availability
(D-18)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Email availability and functionality can be managed at the instructor and system level 3.4.a.2)					
Email distribution and availability limitations can be controlled at the template, course, and system level 3.4.a.2)a)					
Creation of email groups at the course and system level 3.4.a.2)b).					
Does not support anonymous email 3.4.a.2)c)					
Supports organization sites 3.4.a.3)					

Table D-1 CMS Functionality and Availability
(D-19)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Posting of announcements at the course, school, or system level 3.4.a.4)					
Discussion boards/groups 3.4.a.5)					
Instructor enrollment of users in the discussion groups 3.4.a.5)					
Discussion board content may be archived and retained at FCPS discretion 3.4.a.5)					
Instructor creation of polls and surveys 3.4.a.6)					

Table D-1 CMS Functionality and Availability
(D-20)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Virtual classroom capability 3.4.a.7)					
Digital drop box function 3.4.a.8)					
Creation and management of assessments 3.5.a					
Supports multiple question types 3.5.a.1)					
Supports question banks/pooling 3.5.a.2)					
Supports import from and export to existing question banks specifically NCS ABACUSxp™ 3.5.a.2)					

Table D-1 CMS Functionality and Availability
(D-21)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Sharing of question banks/pools internal to the CMS 3.5.a.3)					
Randomization of question presentation 3.5.a.4)					
Self-assessment 3.5.a.5)					
Surveys with statistics display. 3.5.a.6)					
Proctored (password protected) testing 3.5.a.7)					
Timed tests 3.5.a.8)					
Test availability for a block duration from hours to months. 3.5.a.9)					

Table D-1 CMS Functionality and Availability
(D-22)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Limit the number of retakes for assessments 3.5.a.10)					
May include media files in questions 3.5.a.11)					
May include media files in responses/answers 3.5.a.12)					
Instructor feedback areas for all question types. 3.5.a.13)					
Return option (grade only, grade with correct answer, grade with wrong answer) 3.5.a.14)					

Table D-1 CMS Functionality and Availability
(D-23)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Instructor may enable test restart and continue functions 3.5.a.15)					
Allows display of multiple questions on single page 3.5.a.16)					
Ability to attach multiple files to essay questions 3.5.a.17)					
Ability to link to URL within questions 3.5.a.18)					
Ability to incorporate scientific notation and mathematical symbols in questions 3.5.a.19)					

Table D-1 CMS Functionality and Availability
(D-24)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Ability to incorporate scientific notation and mathematical symbols in answers (3.5.a.20)					
Ability to create and perform analysis of surveys and polls (3.5.a.21)					
Gradebook function (3.6.a)					
Gradebook secure spreadsheet view for teacher/instructor (3.6.a.1)					
Supports customized grading for participation, attendance, etc. (3.6.a.2)					

Table D-1 CMS Functionality and Availability
(D-25)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Automatic grade posting based on test and assessment results 3.6.a.3)					
Supports grade weighting 3.6.a.4)					
Supports weighting question categories 3.6.a.5)					
May post grades as a percentage 3.6.a.6)					
May post grades as total points 3.6.a.7)					
May post grades by performance category(N, S, G, O) 3.6.a.8)					

Table D-1 CMS Functionality and Availability
(D-26)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Allows manual overwriting/change of test results 3.6.a.9)					
Allows display of percentage of course completed based on success benchmark test completion 3.6.a.10)					
Provides secure student/parent view of individual grades based on system login/password 3.6.a.11)					
Supports entering grades by column 3.6.a.12)					
Supports entering grades by individual student 3.6.a.13)					

Table D-1 CMS Functionality and Availability
(D-27)

Functionality – paragraph references from this appendix	Fully Integrated/Available? (Y/N response)	Release Number	Date functionality was first released	Expected release date if not available	If third party product, product name and years of experience integrating with this product.
Supports export of gradebook content in delimited format 3.6.a.14)					
Provides performance statistics for teachers and administrators by assessment/test, by item, and by student 3.6.a.15)					
Allows for analysis of course level test performance and analysis of time in test by individual 3.6.a.16)					

Table D-1 CMS Functionality and Availability
(D-28)

Appendix E

FCPS Course and Account Naming Conventions

1. The following examples of naming conventions for both courses and user accounts are provided to assist offerors in visualizing approaches for supporting data integration that are consistent with their CMS capabilities.

1.1 User account naming convention:

- a. Faculty and staff user accounts are created using the username alias provided in the FCPS Exchange email database. This results in usernames that generally follow the protocol of first initial and last name but may be first initial, middle initial, last name, or append a number at the end. These usernames may be mixed case in our mail system, but are created in all lower case within the CMS. Examples: jdoe, jbdoe, jbdoe1
- b. Student accounts are created using the FCPS student ID number as the username. These are entirely numeric and are currently up to 8 digits in length.

1.2 Course naming conventions:

- a. Elementary School class (course) identification numbers are constructed as follows: [School number]-[cluster number]-[teacher identification number]-[school year]-[abbreviation for year]

111-1-333-0102-YR

- b. Middle School and High School class (course) identification numbers are constructed similarly to the elementary school. Teachers are responsible for multiple sections during the school day so the section numbers for class (course) sections is added to the ID. [School number]-[cluster number]-[teacher identification number]-[section number as displayed in the SASI system]-[school year]-[abbreviation for class duration]

300-3-444-11330002-0102-YR (or S1, S2, Other)

- c. Online campus courses are created like the Middle/High school courses with the exception that the last two digits of the section number are always 99.
- d. Professional Development Courses are created in one of two categories; professional development courses that result in the college credits and/or teacher recertification credits, and noncredit professional development courses (teachers teaching teachers).

- 1) Academy Courses are identified as AC-[FCPS Academy Section number]-[school year]-Other.

AC-35764-0102-Other

- 2) Other professional development courses are identified as OPD-[department abbreviation or school number]-[instructor username]-[school year]-Other

OPD-IT-jdoe-0102-Other

APPENDIX F

FCPS Enterprise Network Architecture

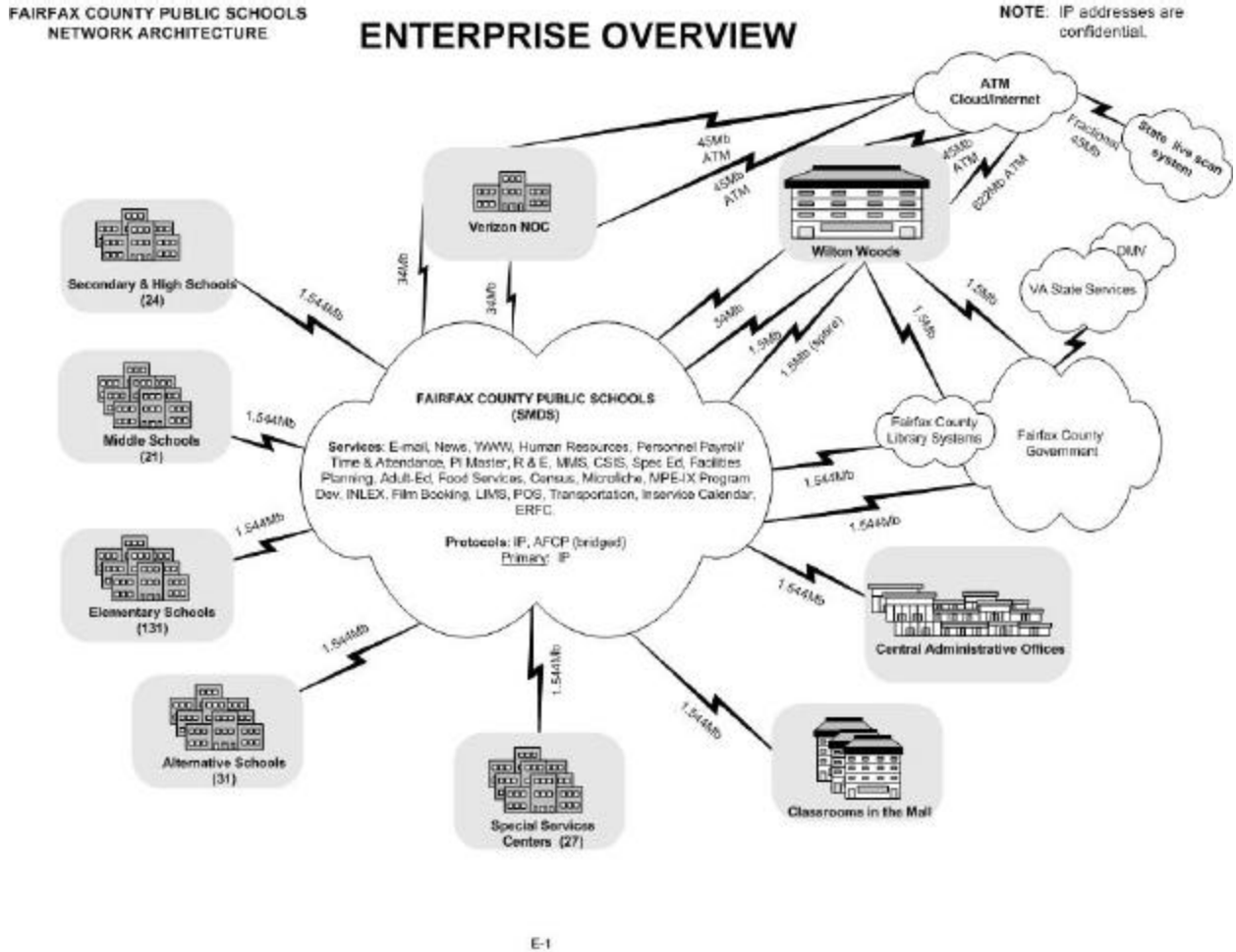


Figure F-1: FCPS Enterprise Network Architecture

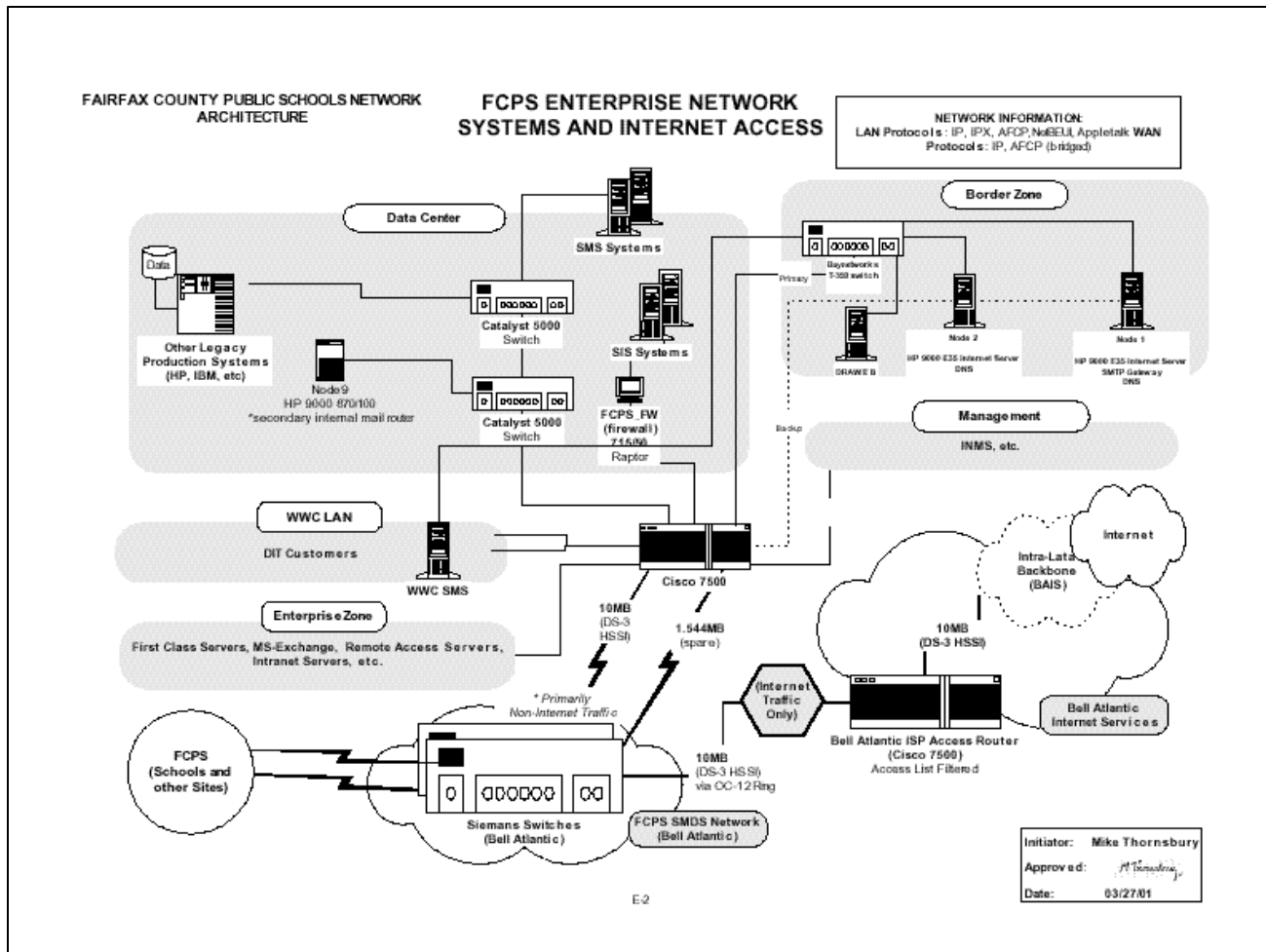


Figure F-2: FCPS Enterprise Network Systems and Internet Access

FAIRFAX COUNTY PUBLIC SCHOOLS CONFIDENTIALITY ADDENDUM

Covenant of Confidentiality.

In connection with the performance by _____ (the "Company") of its obligations under that certain agreement with the Fairfax County School Board dated _____, 200_, as the same shall have been amended by that certain Addendum of even date therewith (the "Agreement"), the undersigned authorized representative of the Company (the "Authorized Representative"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby covenants and agrees as follows, with knowledge that the Fairfax County School Board is relying upon the statements set forth herein.

The Authorized Representative hereby covenants and agrees that he or she: (i) shall maintain in strict confidence and trust all records, reports and other documents or materials of any nature relating to any student enrolled in Fairfax County Public Schools (collectively, the "Pupil Records"); (ii) shall not disclose any Pupil Record to any person or entity who has not agreed to be bound by the terms of the Agreement, or a sworn statement executed pursuant thereto, or who is not otherwise entitled to access to such Pupil Records pursuant to federal and/or Virginia law; (iii) shall use the Pupil Records solely for purposes related to and in furtherance of the performance by the Company of its obligations pursuant to the Agreement; (iv), upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, promptly shall deliver all Pupil Records to Fairfax County Public Schools.

Advertising.

(Company) agrees not to use the FCPS name for purposes other than inclusion on customer listings or as may be required in acting as a publicly held company, without the express written consent of the Assistant Superintendent and CIO of Information Technology for FCPS in advance of the proposed usage."

Publicity.

FCPS agrees that (Company) shall be permitted to include FCPS's name on (Company's) list of customers and in public information about (Company's) users and is in no way considered an endorsement.

IN WITNESS WHEREOF, the Authorized Representative has executed this Fairfax County Public Schools Confidentiality Addendum as of the ___ day of _____, 200_.

[Name]

[Address]

(____)____ - _____
[Telephone No.]